

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Charles H. Prem	Debtor(s)	CHAPTER 13
Green Lake Trust	Movant	
vs.		
Charles H. Prem	Debtor(s)	NO. 23-10682 AMC
Scott F. Waterman	Trustee	11 U.S.C. Section 362

**MOTION OF Green Lake Trust
FOR RELIEF FROM THE AUTOMATIC STAY
UNDER SECTION 362**

1. Movant is Green Lake Trust.
2. Debtor(s) is/are the owner(s) of the premises 12 E. Palmer St. , Philadelphia, PA 19125, hereinafter referred to as the mortgaged premises.
3. Movant is the holder of a mortgage, original principal amount of \$77,250.00 on the mortgaged premises that was executed on September 6, 2019.
4. Scott F. Waterman, is the Trustee appointed by the Court.
5. The commencement and/or continuation of the mortgage foreclosure proceedings by reason of non-payment of monthly mortgage payments were stayed by the filing of a Chapter 13 Petition in Bankruptcy by the Debtor(s).
6. As of March 22, 2023 loan is contractually due for September 11, 2021.
7. According to the Debtor's Chapter 13, the subject property is being surrendered. A copy of the Chapter 13 plan is attached hereto as Exhibit "A". Moreover, Debtor's Schedules A/B and D, filed with the Court along with his petition on March 9, 2023, indicate that the subject real property is "Investment property (gutted and vacant at this time)" and, thus, Movant lacks adequate protection with respect to the subject premises; consequently, Movant may be required to exercise its rights under section 5 of the Open-End Mortgage to protect, secure, maintain, and repair its collateral but can only do so if relief from stay is granted.

8. Movant is entitled to relief from stay for cause.

9. This motion and the averments contained therein do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this motion, including fees and costs, due under the terms of the mortgage and applicable law.

WHEREFORE, Movant prays that an Order be entered modifying the Stay and permitting Movant to proceed with its mortgage foreclosure on the mortgaged premises, and to allow the Sheriff's Grantee to take any legal action to enforce its right to possession of the mortgage premises. Further, Movant prays that an Order be entered awarding Movant the costs of this suit, reasonable attorney's fees in accordance with the mortgage document and current law together with interest.

/s/ Mark A. Cronin

Mark A. Cronin, Esquire

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION**

IN RE:

CHARLES H PREM,

DEBTOR(S)

CASE NO. 23-10682-AMC

CHAPTER 13

RIGHT TO FORECLOSE STATEMENT

Debtor(s) executed a promissory note secured by a mortgage or deed of trust. The promissory note is either made payable to Creditor, has been duly indorsed, or creditor, directly or through an agent, has possession of the promissory note and may enforce the promissory note as a transferee in possession. Creditor is the original mortgagee or beneficiary or the assignee of the mortgage or deed of trust. If the original promissory note is lost or destroyed, then Creditor will seek to prove the promissory note using a lost note affidavit.